



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

58 June 14, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

June 14, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**DELEGATE AUTHORITY TO EXECUTE A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITIES OF ARCADIA, AZUSA, DUARTE, IRWINDALE, MONROVIA,  
SAN MARINO, SOUTH PASADENA, AND THE COUNTY OF LOS ANGELES TO  
PLAN AND HOST THE GOLDEN STREETS FESTIVAL  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

### **SUBJECT**

This action is to authorize the Director of Public Works or her designee to execute a memorandum of understanding between the Cities of Arcadia, Azusa, Duarte, Irwindale, Monrovia, San Marino, South Pasadena, and the County to plan and host the Golden Streets Festival.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the project to encourage sustainable modes of transportation is categorically exempt from the California Environmental Quality Act.
2. Authorize the Director of Public Works or her designee to execute a memorandum of understanding between the Cities of Arcadia, Azusa, Duarte, Irwindale, Monrovia, San Marino, South Pasadena, and the County to plan and host the Golden Streets Festival.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to authorize the Director of Public Works or her designee to execute a memorandum of understanding (MOU) between the Cities of Arcadia, Azusa, Duarte, Irwindale, Monrovia, San Marino, South Pasadena and the County to plan and host the Golden Streets Festival. The MOU provides for the County to receive \$41,100 in grant funding.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Community Support and Responsiveness (Goal 2). The recommended actions will enrich the lives of the County residents by encouraging healthy transportation choices, such as bicycling and walking.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The City of South Pasadena received a grant from the Los Angeles County Metropolitan Transportation Authority 2014 Open Streets Grant Program.

The County's cost of the event is estimated to be \$52,000 of which \$41,100 will be reimbursed by the grant. Financing for this event is included in the Fifth Supervisorial District's Transportation Improvement Program in the Road Fund Fiscal Year 2015-16 budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed MOU was reviewed and approved as to form by County Counsel.

The Open Streets Event Program started in 2008 with the purpose of promoting active transportation, urban land use, and public health needs in the County. These events close streets to motor vehicles to allow the public to walk, bike, and skate to connect participants to neighborhoods and businesses and to encourage healthy lifestyles and alternative transportation.

The City of South Pasadena and Bike San Gabriel Valley, a nonprofit bike advocacy group, applied for and received an Open Streets Grant from the Los Angeles County Metropolitan Transportation Authority for the Golden Streets Festival in the amount of \$373,920. The 19-mile route goes through the Cities of Arcadia, Azusa, Duarte, Irwindale, Monrovia, San Marino, and South Pasadena as well as the unincorporated County community of East Pasadena/East San Gabriel.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is to encourage sustainable modes of transportation, such as biking and walking, that encourage healthy and active lifestyles. This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15304(e) and Section 15306 of the California Environmental Quality Act Guidelines and Class 4(f) and Class 6 of the Environmental Reporting Procedures and Guidelines adopted by the Board. These exemptions provide for minor temporary uses of land and information collection activities having negligible or no permanent effects on the environment.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This action will have no impact on current services.

The Honorable Board of Supervisors

6/14/2016

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**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:pr

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel (Rosa Linda Cruz)  
Executive Office

**A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITIES OF  
ARCADIA, AZUSA, DUARTE, IRWINDALE, MONROVIA, SAN MARINO,  
AND SOUTH PASADENA AND COUNTY OF LOS ANGELES TO SHARE  
RESOURCES TO PLAN AND HOST THE GOLDEN STREETS FESTIVAL  
THROUGH THE CREATION OF A “GOLDEN STREETS WORKING GROUP”**

**WHEREAS**, on June 26, 2014, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board approved the 2014 Open Streets Grant Program providing Congestion Mitigation Air Quality (CMAQ) Funds for one-day events that close streets to automotive traffic and open them to people to walk or bike (Open Street Event). Further, the LACMTA Board approved that LACMTA serve as the pass through agency of the CMAQ Funds with local cities; and

**WHEREAS**, the City of South Pasadena (Grantee) and Bike San Gabriel Valley (BikeSGV) were successful in securing \$393,600 in CMAQ funds from the LACMTA county-wide “Open Streets Event” program to host the Golden Streets Festival a 19.12 mile contiguous open streets event, on Sunday, June 26, 2016 from South Pasadena to Azusa (the Golden Streets Festival) for outreach, pre-event planning, and day of event staging costs; and

**WHEREAS**, the cities of Arcadia, Azusa, Duarte, Irwindale, Monrovia, San Marino, South Pasadena, and the County of Los Angeles (Cities or Partner Cities) by entering into this agreement have partnered together to host the Golden Streets Festival; and

**WHEREAS**, the Golden Streets Festival, which qualifies as an “Open Street Event” for the use of the LACMTA pass through of CMAQ funds, will promote active transportation and complete street concepts in conjunction with the grand opening of the Gold Line Foothill Extension in Spring 2016; and

**WHEREAS**, the LACMTA “Open Streets Event” program requires a 20% in-kind or local fund match of the total cost of the event; and

**WHEREAS**, not more frequently than once a month, the Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable costs incurred by the Partner Cities; and

**WHEREAS**, the State Legislature approved Assembly Bill 2766 in September 1990 providing the South Coast Air Quality Management District (SCAQMD) within the Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects; and

**WHEREAS**, MSRC will match Subvention Funds (AB 2766 Motor Vehicle Subvention Program) and additional funding sources dollar for dollar in an amount not to exceed \$320,000; and

**WHEREAS**, MSRC match funds will be distributed on a reimbursement basis to the Partner Cities upon completion of the Golden Streets Festival and submittal of all required reports and invoices to the Grantee; and

**WHEREAS**, the Partner Cities desire to work jointly and collaboratively to share monetary, staffing, and other resources in planning and hosting the Golden Streets Festival, and desire to formalize their relationship through the creation of a “Golden Streets Working Group” or “Working Group” to coordinate their activities; and

**WHEREAS**, nothing in this MOU creates a Joint Powers Agreement or Joint Powers Agency within the meaning of California Government Code §§6500.

**NOW, THEREFORE**, the Cities hereto agree as follows:

1. **CREATION OF THE “GOLDEN STREETS WORKING GROUP”** - There is hereby created a “Golden Streets Working Group” established for the purpose of combining resources (financial, staffing and other in-kind services) in order to plan and host the Golden Streets Festival. The Working Group shall be composed of the City Manager, or his or her designee, from each Partner City.
2. **MANAGEMENT OF OPERATIONS** - The Golden Streets Working Group (Working Group) shall be authorized to consider and direct, by majority vote of the entire Working Group, the use of resources that are available to the Working Group consistent with the functions and purposes of the planning and hosting of the Golden Streets Festival and the requirements of the funding sources.
3. **VOTING** - Each member of the Working Group shall have one (1) vote on matters within the Working Group’s subject matter jurisdiction.
4. **FIDUCIARY AGENT** - The City of South Pasadena shall act as the “Fiduciary Agent” of the Working Group. The Fiduciary Agent will coordinate the reporting and reimbursements requirements associated with the grants on behalf of the Working Group. Subject to direction of the Working Group, the Fiduciary Agent shall pay expenses of the Working Group and expenses incurred by the Partner Cities and shall report regularly to the Working Group the funding and reimbursement status of the Golden Streets Festival. The Fiduciary Agent shall retain 5% of each of the Golden Streets Festival grant funds for these administrative services.
5. **CONTRIBUTIONS** - Each Partner City shall contribute to the 20% in-kind match for the funds received through the CMAQ grant funds. Contributions shall be determined based on the length of the route and the number of street closures in each Partner City as shown in Exhibit A.
6. **STREET CLOSURES** – Each Partner City shall be responsible for street closures, vehicular detour plans, outreach, event staging, and public safety within its own jurisdiction.

## **7. AVAILABLE FUNDING**

- a. LACMTA/FEDERAL GRANT - LACMTA will advance local funds up to \$393,600, to the Grantee for the Golden Streets Festival and then submit requests, based on Grantee's invoices to Caltrans for reimbursement to LACTMA with CMAQ Funds.
  - i. The LACTMA funding is subject to the federal grant agreement between the California Department of Transportation and LACTMA (Federal Grant). The Grantee shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), and Caltrans. In addition, the Grantee shall comply with all requirements of LACMTA so that LACMTA can fulfill its responsibilities as the Grantee under the Federal Grant and as the pass-through agency.
  - ii. The Partner Cities shall utilize the local grant funds for direct costs associated with the Golden Streets Festival such as: marketing materials, traffic enforcement, rentals, planning staff, insurance, and permits implementing the Golden Streets Festival. Per the funding guidelines, physical infrastructure costs associated with the Golden Streets Festival are not eligible for reimbursement.

## **8. REIMBURSEMENT**

- a. AMOUNT - The available funding from the CMAQ grant funds to each city will be determined based on the length of the route and the number of street closures in each Partner City as shown in Exhibit A, after the shared expenditures and the 5% administrative fee has been provided to the Fiduciary Agent for its costs associated with the administration of the CMAQ grant funds.
  - b. PROCESS - Partner Cities shall make a Request for Reimbursement from the CMAQ grant funds to the Grantee. Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total expenditures, specify the percent and amount of CMAQ Funds to be reimbursed, the total amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement
9. **CONSULTANT WORK** - The Working Group may enlist the work of independent contractors, consultants, vendors, and other professionals to assist in the planning and operations of the Golden Streets Festival. Such consultant(s) shall not be employees of the Working Group nor of any Partner City but shall be engaged by the Fiduciary Agent on behalf of the Working Group. The consultant(s) shall provide indemnification, hold harmless and

additional insured coverage in the manner and amounts as set forth by the Working Group naming each respective Partner City as an additional insured.

10. **ALLOCATION OF FUNDS** - The Working Group will authorize the Fiduciary Agent to enter into contracts for the planning, implementation, and hosting of the Golden Streets Festival. Any remaining CMAQ funds that have not been expended on behalf of the Working Group for shared resources or purchases may be allocated to individual Partner Cities in a proportionate share based on length of the route and the number of street closures within their respected jurisdictions as set forth in Exhibit A, for reimbursement of any additional costs associated with the Golden Streets Festival. Any remaining unspent CMAQ funds will be retained by LACTMA. Any remaining unspent MSRC funds will be retained by SCAQMD.
11. **INDEMNIFICATION** - In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each Partner City, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each Partner City shall indemnify, defend, and hold each other Partner City harmless for any liability, cost, or expense that may be imposed upon the other Partner Cities solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
12. **DISSOLUTION** - Upon completion of the purposes of this MOU, or as determined by the Partner Cities, at any time, this MOU shall be terminated and the Working Group dissolved. Notwithstanding the termination of this MOU and the dissolution of the Working Group, all of the rights and obligations of the respective parties under Section 11 hereof (Indemnification), shall survive expiration or termination (for any reason) and remain in full force and effect.
13. **NOTICE TO PARTIES (AUTHORIZED REPRESENTATIVES)** - Notices given pursuant to the requirements of this MOU shall be by personal service upon the Partner City to be notified by writing upon such notice being deposited into the custody of the United States Postal Service addressed as follows:

Golden Streets Working Group MOU

City of Arcadia  
City Manager  
240 West Huntington Drive  
Arcadia, CA 91066

City of Monrovia  
City Manager  
415 South Ivy Avenue  
Monrovia, CA 91016

City of Azusa  
City Manager  
213 East Foothill Boulevard  
Azusa, CA 91702

City of San Marino  
City Manager  
2200 Huntington Drive  
San Marino, CA 91108

City of Duarte  
City Manager  
1600 Huntington Drive  
Duarte, CA 91010

City of South Pasadena  
City Manager  
1414 Mission Street  
South Pasadena, CA 91030

City of Irwindale  
City Manager  
5050 North Irwindale Avenue  
Irwindale, CA 91706

County of Los Angeles  
Public Works Deputy Director  
900 S. Fremont Avenue  
Alhambra, CA 91803

14. **AMENDMENTS** - This MOU may only be amended in writing upon unanimous action by each respective Partner City's city manager.

IN WITNESS WHEREOF, the Parties hereto have caused MOU to be executed by their duly authorized representatives:



CITY OF ARCADIA:

\_\_\_\_\_  
Dominic Lazzaretto, City Manager

\_\_\_\_\_  
Date

CITY OF AZUSA:

\_\_\_\_\_  
Troy Butzlaff, City Manager

\_\_\_\_\_  
Date

CITY OF DUARTE:

<hr/>	<hr/>
Darrell George, City Manager	Date

CITY OF IRWINDALE:

\_\_\_\_\_  
John Davidson, City Manager

\_\_\_\_\_  
Date

CITY OF MONROVIA:

\_\_\_\_\_  
Oliver Chi, City Manager

\_\_\_\_\_  
Date

CITY OF SAN MARINO:

\_\_\_\_\_  
John Schaefer, City Manager

\_\_\_\_\_  
Date

CITY OF SOUTH PASADENA:

\_\_\_\_\_  
Sergio Gonzalez, City Manager

\_\_\_\_\_  
Date

COUNTY OF LOS ANGELES:

\_\_\_\_\_  
Pat Proano, Deputy Director

\_\_\_\_\_  
Date



**EXHIBIT A**  
**GOLDEN STREETS FESTIVAL**  
**FUNDING ALLOCATION PLAN**  
**FISCAL YEAR 2015-16**

**Metro Grant Award:** \$393,600  
**Less Administrative Fee (5%):** \$373,920

<u>Partner City</u>	<u>Route Length</u>	<u># of Hard Closures</u>	<u># of Soft Closures</u>	<u>Funding Allocation*</u>	<u>In-Kind Match Requirement</u>	<u>Traffic Control Allocation</u>	<u>Available Grant Funds**</u>	<u>Total Grant Funding**</u>
Arcadia	4.3	23	3	17%	\$16,728.00	\$28,500.00	\$35,066.40	\$63,566.40
Azusa	1.4	7	3	7%	\$6,888.00	\$12,000.00	\$14,174.40	\$26,174.40
Duarte	3	21	4	16%	\$15,744.00	\$27,000.00	\$32,827.20	\$59,827.20
Irwindale	1.62	3	1	3%	\$2,952.00	\$6,000.00	\$5,217.60	\$11,217.60
Monrovia	2.66	19	2	13%	\$12,792.00	\$22,500.00	\$26,109.60	\$48,609.60
San Marino	2.92	18	8	19%	\$18,696.00	\$31,500.00	\$39,544.80	\$71,044.80
South Pasadena	1.63	19	3	14%	\$13,776.00	\$22,500.00	\$29,848.80	\$52,348.80
Los Angeles County	1.41	16	2	11%	\$10,824.00	-----	\$41,131.20	\$41,131.20
<b>Total</b>	<b>18.94</b>	<b>126</b>	<b>26</b>	<b>100%</b>	<b>\$98,400.00</b>	<b>\$150,000.00</b>	<b>\$223,920.00</b>	<b>\$373,920.00</b>

\* Route Length + 2(# of Hard Closures) + 4(# of Soft Closures) = 100%

\*\* Available funds will be less a 5% administrative fee for the Fiduciary Agent

**MSRC Grant Award:** \$320,000  
**Less Administrative Fee (5%):** \$304,000